

FILED  
Clerk  
District Court

OCT 14 2005

For The Northern Mariana Islands  
By \_\_\_\_\_  
(Deputy Clerk)

Richard W. Pierce, Law Office  
P.O. Box 503514  
Saipan, MP 96950-3514  
Telephone: (670) 235-3425  
Facsimile: (670) 235-3427

Attorney for Defendant Masayuki Isoda

IN THE UNITED STATES DISTRICT COURT  
FOR THE  
COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS

PEDRO R. DELEON GUERRERO,

Plaintiff,

vs.

MASAYUKI ISODA, aka,

MIKE ISODA,

Defendant.

Civil Action No. 04-0033

**STATEMENT OF UNDISPUTED  
FACTS IN SUPPORT OF MOTION  
FOR SUMMARY JUDGMENT**

Date: November 10, 2005

Time: 9:00 a.m.

Judge: Munson

Masayuki Isoda ("Isoda") presents the following undisputed facts:

1. Exhibit A, hereto, is a true copy of the lease agreement from Pedro R. Guerrero ("Guerrero") to Isoda that is the subject of this proceeding. *See* Complaint, Ex.

B.

2. Exhibit B, hereto, is a true copy of the settlement agreement that is incorporated into Exhibit A. *See* Complaint, Ex. A.

3. Exhibit C, hereto, is a true copy of a letter sent by Guerrero to Isoda on May 10, 2004, and received by Isoda. *See* Complaint, Ex. C; Answer, ¶ 9.

4. Exhibit D, hereto, is a true copy of a letter sent by Isoda on June 7, 2004, to Guerrero and received by Mr. Guerrero. *See* Complaint, Ex. C; Guerrero Tr. 19.

1           5.       Exhibit E, hereto, contains true copies of portions of the deposition  
2 transcripts of Isoda and Guerrero, referenced in this Statement of Undisputed Facts.  
3

4           6.       In the 1991 settlement (Ex. B.) of two cases in this Court, Guerrero had  
5 two options: 1) pay Isoda \$350,000.00 within 90 days of settlement, or 2) lease Isoda  
6 land in Garapan, known as Lots No. 001 D 51 and 001 D 52. Guerrero did not pay the  
7 required sum, which was the agreed upon value for the lease, and he duly executed the  
8 55-year lease (Ex. A.) to Isoda. Guerrero Tr. Guerrero Tr.22 li. 19 to 23, li. 5; Isoda Tr.  
9 11 to 12.  
10

11           7.       From time to time since the 1991 settlement, Guerrero and Isoda tried to  
12 market the leasehold title to Lots No. 001 D 51 and 001 D 52. Only one firm offer was  
13 made. That offer was for \$120,000.00. The offer is acceptable to Isoda but not to  
14 Guerrero. Guerrero Tr. 22, 26 to 35; Isoda Tr. 13 to 22; more particularly, Isoda Tr. 20,  
15 li. 7, to 21 li 10; Guerrero Tr. 22, li. 7 to li. 18; *see also* Isoda Tr. 16 li. 18 to 19 li. 24  
16 (testifying about ongoing discussions for dormitory); Isoda Declaration, ¶ 5.  
17

18           8.       Guerrero and Isoda never agreed upon or even discussed hiring an  
19 appraiser pursuant to the Settlement (Ex. B., ¶ 4). *See* Isoda Declaration, ¶ 3; Guerrero  
20 Tr. 22, li. 24 to 25.

21           9.       Guerrero believes that Isoda has fully paid the rent for Isoda lease to Lots  
22 No. 001 D 51 and 001 D 52. Guerrero Tr. 18, li. 12 to 19.

23           10.      Isoda has complied with his obligations under the Settlement Agreement  
24 (Ex. B). Isoda Declaration, ¶ 2.  
25  
26  
27  
28

1 11. Isoda stopped clearing Lots No. 001 D 51 and 001 D 52 when MTDC  
2 ceased business, and he had no employees to use for that purpose. Isoda Tr. 23, li. 19 to  
3 24, li. 24.  
4

5 12. Isoda alleged allegedly told Guerrero at a chance meeting in a bar: "I may  
6 turn the property over to you, the economy is very bad." Guerrero Tr. 13, li. 23.

7 Respectfully submitted this October 14, 2005.

8 By:   
9

RICHARD W. PIERCE

Attorney for Masayuki Isoda

10 I, Richard W. Pierce, declare under penalty of perjury, under the laws of the United  
11 States of America, that the exhibits and transcript copies attached to this Statement of  
12 Undisputed Facts are true copies of the originals.

13 Executed in Saipan, CNMI, this October 14, 2005.

14   
15 RICHARD W. PIERCE  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28